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TO: ATTN: Box ASSIGNMENTS/FEE

**Assistant Commissioner of Trademarks** 

2900 Crystal Drive

**Arlington, VA 22202-3513** 

5.4.99

Please record the attached original document(s) or copy(ies) thereof.

### 1. NAME OF CONVEYING PARTY(IES):

McKenzie River Corporation a California corporation 117 Greenwich State San Francisco, CA 94111

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED? [] YES IXINO



05-04-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22

# 2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

The Stroh Brewery Company an Arizona corporation 100 River Place Detroit, Michigan 48207

If assignee is not domiciled in the United States, a domestic representative designation is attached. [] YES [] NO

(Designation must be a separate document from Assignment.)

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? [] YES [X] NO

#### 3. NATURE OF CONVEYENCE:

U.S. Trademark Assignment executed April 30, 1999.

### 4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):

A. Trademark Application No.(s): \_\_\_

Additional numbers attached? [] Yes [] No

B. Trademark Registration No.(s):
Reg. No. 1,539,490 issued 5/16/89 for ST
IDES; Reg. No. 1,514,774 issued 11/29/88 for
ST IDES PREMIUM MALT LIQUOR; Reg. No.
1,512,002 issued 11/8/88 for ST IDES &
Design; and Reg. No. 2,180,233 issued
8/11/98 for ST IDES GOLD

Additional numbers attached? [] Yes [X] No

# 5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: William B. Nash

INTERNAL ADDRESS: Miller, Sisson, Chapman &

Nash, PC

STREET ADDRESS: 300 Convent Street, Suite 1650

CITY: San Antonio

STATE: Texas ZIP CODE: 78205

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: Four (4) (\$40.00 first/\$25.00 addt'l)

#### 7. TOTAL FEE (37 CFR 3.41): \$115.00

[X] Enclosed

[X] Authorized to Charge Account No. 07-2400.

# **8. DEPOSIT ACCOUNT NUMBER 07-2400.** (Attach duplicate copy of this form if paying by deposit account.)

DO NOT USE THIS SPACE

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01 FC:481 02 FC:482 40.00 DP 75.00 DP

| 9. STATEMENT AND SIGNATURE:         |   |
|-------------------------------------|---|
|                                     | ne foregoing information is true and correct and any attached copy is a |
| true copy of the original document. | May 5, 1999   |
| WILLIAM B. NASH                     | DATE  |
|                                     |   |

### **CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

|    | 37 CFR 1.8(a)                                |   | 37 CFR 1.10   |
|----|--|---|---|
| [] | With sufficient postage as First Class Mail. | M | As "Express Mail Post Office to Addressee", Mailing Label No. |
|    | Date:, 19                                    |   | Date: <u>5[4</u> , 19 <u>9</u> 9                              |

Printed Name of Person Mailing Paper or Fee

Signature of Person Mailing Paper or Fee

x:\wbn\pabst\stroh\assign.cvr

## **EXHIBIT A**

| MARK                           | REGISTRATION NO. | DATE REGISTERED   |
|--------------------------------|------------------|-------------------|
| ST IDES                        | 1,539,490        | May 16, 1989      |
| ST IDES PREMIUM MALT<br>LIQUOR | 1,514,774        | November 29, 1988 |
| ST IDES AND DESIGN             | 1,512,002        | November 8, 1988  |
| ST IDES GOLD                   | 2,180,233        | August 11, 1998   |

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U.S. TRADEMARK ASSIGNMENT

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22

THIS ASSIGNMENT is effective this 30th day of April, 1999 ("Effective Date"), from McKenzie River Corporation, a California corporation located at 117 Greenwich Street, San Francisco, California 94111 ("Assignor"), to The Stroh Brewery Company, an Arizona Corporation located at 100 River Place, Detroit, Michigan 48207 ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States trademarks and trademark applications listed on Schedule A annexed hereto; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks and trademark applications;

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement dated April 30, 1999, to which Assignor and Assignee are both parties), the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in the United States trademarks and trademark applications listed on Schedule A hereto (the "Trademarks"), together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, all income, royalties, damages and payments hereafter due or payable in respect to the Trademarks, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the Trademarks and the rights thereto.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose

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duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with this Agreement.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

Assignor also shall comply with all reasonable requests by Assignee to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the Trademarks in Assignee, provided, however, that Assignee will be responsible to pay those costs and expenses reasonably incurred by Asignor in carrying out Assignor's obligations under this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

MCKENZIE RIVER CORPORATION

By:

Name: Minott Wessinger

Title: President

THE STROH BREWERY

Name: Christopher T. Sortwell

Title: Executive Vice President

STATE OF NEW YORK ) ss.:
COUNTY OF NEW YORK )

On this 2 day of April, 1999, before me personally appeared Minott Wessinger, to me know, who, being by me duly sworn, did depose and say that he resides at 117 Greenwich Street, San Francisco, California 94111, and that he is the President of McKenzie River Corporation, a company organized under the laws of the United States of America, described in and which executed the foregoing instrument with full authority, and that he signed his name thereto pursuant to such authority.

Notary Public

STATE OF NEW YORK
) Ss.:

COUNTY OF NEW YORK

STATE OF NEW YORK
) Ss.:

EILEEN KRAKAUER
Notary Public. State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

On this 27day of April, 1999, before me personally appeared Christopher T. Sortwell, to me know, who, being by me duly sworn, did depose and say that he resides at 100 River Place, Detroit, Michigan 48207, and that he is the Executive Vice President of The Stroh Brewery Company, a company organized under the laws of the United States of America, described in and which executed the foregoing instrument with full authority, and that he signed his name thereto pursuant to such authority.

Notary Public

EllEEN KRAKAUER
Notary Public, State of New York
No. 31-4637:24
Qualified in New York County
Commission Expires April 30, 2000

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RECORDED: 05/04/1999

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